

EXHIBIT B

IMPORTANT NOTICE:

- 1. THE INSURANCE POLICY THAT YOU HAVE PURCHASED IS BEING ISSUED BY AN INSURER THAT IS NOT LICENSED BY THE STATE OF CALIFORNIA. THESE COMPANIES ARE CALLED "NONADMITTED" OR "SURPLUS LINE" INSURERS.**
- 2. THE INSURER IS NOT SUBJECT TO THE FINANCIAL SOLVENCY REGULATION AND ENFORCEMENT THAT APPLY TO CALIFORNIA LICENSED INSURERS.**
- 3. THE INSURER DOES NOT PARTICIPATE IN ANY OF THE INSURANCE GUARANTEE FUNDS CREATED BY CALIFORNIA LAW. THEREFORE, THESE FUNDS WILL NOT PAY YOUR CLAIMS OR PROTECT YOUR ASSETS IF THE INSURER BECOMES INSOLVENT AND IS UNABLE TO MAKE PAYMENTS AS PROMISED.**
- 4. THE INSURER SHOULD BE LICENSED EITHER AS A FOREIGN INSURER IN ANOTHER STATE IN THE UNITED STATES OR AS A NON-UNITED STATES (ALIEN) INSURER. YOU SHOULD ASK QUESTIONS OF YOUR INSURANCE AGENT, BROKER, OR "SURPLUS LINE" BROKER OR CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE AT THE TOLL-FREE NUMBER: 1-800-927-4357 OR INTERNET WEBSITE WWW.INSURANCE.CA.GOV. ASK WHETHER OR NOT THE INSURER IS LICENSED AS A FOREIGN OR NON-UNITED STATES (ALIEN) INSURER AND FOR ADDITIONAL INFORMATION ABOUT THE INSURER. YOU MAY ALSO VISIT THE NAIC'S INTERNET WEB SITE AT WWW.NAIC.ORG. THE NAIC – NATIONAL ASSOCIATION OF INSURANCE COMMISSIONERS – IS THE REGULATORY SUPPORT ORGANIZATION CREATED AND GOVERNED BY THE CHIEF INSURANCE REGULATORS IN THE UNITED STATES.**

- 5. FOREIGN INSURERS SHOULD BE LICENSED BY A STATE IN THE UNITED STATES AND YOU MAY CONTACT THAT STATE'S DEPARTMENT OF INSURANCE TO OBTAIN MORE INFORMATION ABOUT THAT INSURER. YOU CAN FIND A LINK TO EACH STATE FROM THIS NAIC INTERNET WEBSITE: [HTTPS://NAIC.ORG/STATE_WEB_MAP.HTM](https://naic.org/state_web_map.htm).**
- 6. FOR NON-UNITED STATES (ALIEN) INSURERS, THE INSURER SHOULD BE LICENSED BY A COUNTRY OUTSIDE OF THE UNITED STATES AND SHOULD BE ON THE NAIC'S INTERNATIONAL INSURERS DEPARTMENT (IID) LISTING OF APPROVED NONADMITTED NON-UNITED STATES INSURERS. ASK YOUR AGENT, BROKER, OR "SURPLUS LINE" BROKER TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.**
- 7. CALIFORNIA MAINTAINS A "LIST OF APPROVED SURPLUS LINE INSURERS (LASLI)." ASK YOUR AGENT OR BROKER IF THE INSURER IS ON THAT LIST, OR VIEW THAT LIST AT THE INTERNET WEB SITE OF THE CALIFORNIA DEPARTMENT OF INSURANCE: WWW.INSURANCE.CA.GOV/01-CONSUMERS/120-COMPANY/07-LASLI/LASLI.CFM.**
- 8. IF YOU, AS THE APPLICANT, REQUIRED THAT THE INSURANCE POLICY YOU HAVE PURCHASED BE EFFECTIVE IMMEDIATELY, EITHER BECAUSE EXISTING COVERAGE WAS GOING TO LAPSE WITHIN TWO BUSINESS DAYS OR BECAUSE YOU WERE REQUIRED TO HAVE COVERAGE WITHIN TWO BUSINESS DAYS, AND YOU DID NOT RECEIVE THIS DISCLOSURE FORM AND A REQUEST FOR YOUR SIGNATURE UNTIL AFTER COVERAGE BECAME EFFECTIVE, YOU HAVE THE RIGHT TO CANCEL THIS POLICY WITHIN FIVE DAYS OF RECEIVING THIS DISCLOSURE. IF YOU CANCEL COVERAGE, THE PREMIUM WILL BE PRORATED AND ANY BROKER'S FEE CHARGED FOR THIS INSURANCE WILL BE RETURNED TO YOU.**

STOCK COMPANY

EXCESS INSURANCE POLICY DECLARATIONS

**VALIDUS
SPECIALTY**
An **AIG** company

POLICY NUMBER: PDX0000148**Prior Policy Number: PDX0000057**☒ **WESTERN WORLD INSURANCE COMPANY**☐ **TUDOR INSURANCE COMPANY**☐ **STRATFORD INSURANCE COMPANY****Named Insured and Mailing Address:**

Lambda Inc

250 Montgomery Street, 16th Floor

SAN FRANCISCO, CA 94104

Agent/Broker # 12209**Premium:** \$37,800**Producer:**

Worldwide Facilities Inc

450 Sansome Street

San Francisco, CA, 94111

Policy Period: (Mo./Day/Yr.)From: **07/31/2020** To: **07/31/2021** 12:01 AM, standard time at your mailing address shown above

EXCEPT AS MAY OTHERWISE BE PROVIDED IN THE FOLLOWED POLICY, THIS POLICY MAY APPLY ONLY TO CLAIMS FIRST MADE IN ACCORDANCE WITH THE TERMS, CONDITIONS AND REQUIREMENTS OF THE FOLLOWED POLICY; AND THE LIMIT OF LIABILITY IS REDUCED AND MAY BE EXHAUSTED BY PAYMENT OF DEFENSE COSTS OR CLAIMS FEES AND EXPENSES. PLEASE READ THE FOLLOWED POLICY AND THIS POLICY CAREFULLY.

Item 1.	Limit of Liability:	<u>\$1,000,000</u>	Aggregate each Policy Period
	Part of	<u>\$1,000,000</u>	
	Excess of	<u>\$1,000,000</u>	

Item 2. Followed Policy:Insurance Company: RSUIPolicy Number: TBDLimit of Liability: \$1,000,000Policy Period: From: 08/01/2019 To: 08/01/2020

Followed Coverage:

D&O, EPL

Item 3. Pending or Prior Date: See Endorsement**CA Surplus Lines Tax & Fee Breakdown**

Premium:	\$	37,800.00
Company Fee:	\$	
Inspection Fee:	\$	
3% State Tax:	\$	1,134.00
.250% Stamping Fee:	\$	94.50
Broker Fee:	\$	

Item 4.	Discovery Period:	1	Year(s)	TBD	% of Policy Premium
Item 5.	Forms and endorsements applying to this policy and attached at time of issue: See Applicable Schedule of Forms and Endorsements.				

WESTERN WORLD INSURANCE GROUP

Western World Insurance Company

Tudor Insurance Company

Stratford Insurance Company

Administrative Office


300 Kimball Drive, Suite 500

Parsippany, New Jersey 07054

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy. If required by state law, this policy shall not be valid unless countersigned by our authorized representative.



Secretary

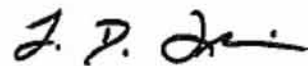


President

Countersigned:

08/26/2020

By. _____



Authorized Representative

NAMED INSURED: Lambda Inc

POLICY NUMBER: PDX0000148

SCHEDULE OF FORMS AND ENDORSEMENTS

[illegible]

**This Endorsement Modifies Your Policy.
Please Read It Carefully.**

SERVICE OF SUIT

The Company appoints the Commissioner of Insurance as its true and lawful attorney for acceptance of service of all legal process issued in this state in any action, suit or proceeding arising out of this contract of insurance. The Company authorizes the Commissioner to forward such process to:

In California: Richard Glucksman, Chapman Glucksman, 11900 West Olympic Boulevard, Suite 800, Los Angeles, CA 90064

All Other States: Western World Insurance Group, Claims Department, 300 Kimball Drive, Suite 500, Parsippany, NJ 07054

The above-named are authorized to accept service of process on behalf of the Company in any legal proceeding in the applicable state(s).

Excess Insurance Policy

In consideration of the payment of premium, and in reliance upon the accuracy of the statements made and information provided in the application(s) for this Policy and the **Underlying Insurance**, the **Insurer**, identified in the Declarations, and the **Insured** agree as follows:

I. INSURING AGREEMENT

Except as otherwise stated in this Policy, this Policy provides coverage excess of the **Underlying Insurance** in accordance with the terms, conditions and limitations of the **Followed Policy**. The coverage obligations under this Policy attach only after: (i) the **Underlying Limits** have been fully exhausted from actual payment made by the **Underlying Insurers**, the **Insured**, or by others on behalf of the **Insured**, including any **DIC Insurer**, of amounts covered under the **Followed Policy**; and (ii) satisfaction of any retention, deductible, or coinsurance obligation required by the **Underlying Insurance**.

This Policy shall not follow any provision of the **Underlying Insurance** providing coverage subject to a sub-limit of liability, but shall recognize erosion of the **Underlying Limits** from the actual payment of such sub-limit.

II. DEFINITIONS

- A. **DIC Insurer** means an insurer who drops down and pays, pursuant to an excess difference in conditions policy, amounts not paid by **Underlying Insurance**.
- B. **Followed Policy** means the policy identified in Item 2. of the Declarations.
- C. **Insureds** means any entity or natural persons entitled to coverage under the **Followed Policy**.
- D. **Policy Period** means the time period beginning at the inception date and time specified in the corresponding section of the Declarations and ending at the earlier of the expiration date and time stated in the corresponding section of the Declarations or the effective date and time of the cancellation of this Policy.
- E. **Underlying Insurance** means the **Followed Policy** and each underlying insurance policy listed in the Schedule of Underlying Insurance Endorsement.
- F. **Underlying Insurers** means the insurers of the **Underlying Insurance**.
- G. **Underlying Limits** means the total aggregate of all limits of liability of all **Underlying Insurance**.

III. LIMIT OF LIABILITY

The **Insurer's** maximum aggregate limit of liability for all coverage under this Policy shall be the Limit of Liability specified in Item 1. of the Declarations. This Policy shall not follow any provision of **Underlying Insurance** setting forth an ability or right to any reinstatement of such policy's limits of liability.

IV. GENERAL CONDITIONS

- A. The **Insureds** shall give the **Insurer** notice in conformance with the notice provisions in the **Followed Policy**, except that such notice shall be delivered at the address specified by Endorsement to this Policy.
- B. The **Insurer** shall, in its discretion, have the right to participate in the investigation, defense, and settlement of any matter reasonably likely to implicate this Policy, and upon request, the **Insureds** shall provide the **Insurer** with such information and cooperation as the **Insurer** may reasonably request.
- C. This policy shall apply as primary insurance in the event the **Underlying Limits** are completely exhausted by actual payments made by the **Underlying Insurers**, the **Insured**, or by others on behalf of the **Insured**, including any **DIC Insurer**, of amounts covered under the **Followed Policy**; provided, however, that any retention, deductible, or coinsurance obligation as required by the **Underlying Insurance** is satisfied with respect to any such matter implicating this Policy.

V. EXCESS POLICY PENDING OR PRIOR DATE

If the **Followed Policy** excludes coverage for litigation or other matters that were pending or that were made prior to a date specified in the **Followed Policy**, then such applicable date under this Policy shall be the date set forth in Item 3. of the Declarations.

VI. ALTERATION

This policy shall not follow any change or modification to the **Underlying Insurance** unless specified by written agreement of the **Insurer**; and any change or modification of the Policy shall be effective only if made by written endorsement signed by an authorized representative of the **Insurer**.

VII. DISCOVERY PERIOD

If the **Insureds** elect an extended reporting period or discovery period as provided in the **Followed Policy** ("ERP"), then the **Insureds** shall also be entitled to elect an ERP under this Policy, subject to payment of the additional premium set forth in Item 4. of the Declarations; provided, however, that an ERP under this Policy may only be purchased if the Insured has also purchased an ERP under all unexhausted **Underlying Insurance**.

THIS POLICY SHALL NOT BE VALID UNLESS COMPLETED BY THE ATTACHMENT HERETO OF A DECLARATION PAGE AND SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF THE **INSURER**.

NAMED INSURED: Lambda Inc

POLICY NUMBER: PDX0000148

SCHEDULE OF UNDERLYING INSURANCE ENDORSEMENT

In consideration of the payment of premium for this Policy, it is understood and agreed that the following Schedule of Underlying Insurance is added to the policy:

1. Insurance Company: RSUI
Limit of Liability: \$1,000,000 part of \$1,000,000 excess of \$25,000
Policy Number: TBD
Policy Period: 08/01/2019 to 08/01/2020

By. 

Authorized Representative

NAMED INSURED: Lambda Inc

POLICY NUMBER: PDX0000148

CONSUMER PROTECTION LAW EXCLUSION ENDORSEMENT

In consideration of the payment of premium for this Policy, it is understood and agreed that the Policy is amended by adding the following exclusion:

The **Insurer** shall not be liable to pay any **Loss** in connection with any **Claim**:

arising out of, based upon or in consequence of, resulting from or in any way involving any actual or alleged violation, by any **Insured** of any of the following:

- (i) the Fair Credit Reporting Act, Title VII of the Civil Rights Act of 1964 and similar laws or regulations;
- (ii) failure to comply with guidance or directives issued by the Federal Trade Commission, Equal Employment Opportunity Commission, or other federal, state or local governmental agencies relating to the collection, use or dissemination of individual background information;
- (iii) federal, state or local consumer protection law, privacy law, discrimination law or any similar law or regulations; or
- (iv) federal, state or local law or regulations enacted to protect consumers from unfair and deceptive acts, abuses, and practices; or

arising out of, based upon or in consequence of, resulting from or in any way involving any of the following:

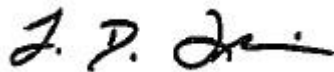
- (i) malfunction, defect, or failure of any goods or products manufactured, distributed, sold, installed, marketed, developed or processed by the **Insured**;
- (ii) failure of goods, products, brands or services to conform with any statements or misrepresentations of quality or performance made in the advertising, promotions, marketing or labelling;
- (iii) incorrect or inadequate or misleading description of goods, products, brands or services in the advertising, marketing, promotions or labelling; or
- (iv) failure to warn or to provide any warnings relating to any risks associated with the use of any goods, products, brands or services, whether required by statute, law, ordinance, regulation or by common law, including but not limited to California Proposition 65, or any other similar or substantially similar federal, state, or local statute; or

arising out of, based upon or in consequence of, resulting from or in any way involving any violation of any statutory, regulatory or common law, governing any of the following activities: unfair trade practices, anti-trust, unfair competition, or tortious interference in another's business or contractual relationships.

For purposes of this Endorsement, the terms "**Loss**" and "**Claim**" shall have the same meanings as those attributed to them in the **Followed Policy**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

By: _____

A handwritten signature in black ink, appearing to read "J. P. Jones", is written over a horizontal line.

Authorized Representative